



Unique Identification Authority Of India
Government of India



ASA Appointment Letter and Bank Guarantee

May, 2017



Unique Identification Authority of India
Government of India



< Organisation Name >

Date: _____

<Registered Address>

Subject : APPOINTMENT AS AUTHENTICATION SERVICE AGENCY (ASA)

Sir/Madam,

Please refer your application dated _____ regarding appointment of (Name of the Organisation) as Authentication Service Agency (ASA).

2. UIDAI is pleased to convey that appointment of < Organisation Name > as ASA has been approved by the competent Authority.
3. The approval is issued subject to the fact that the contents of the Application form and the information supplied therein is true and correct and that there is no concealment therefrom.
4. You are requested to submit a Bank Guarantee towards security amounting Rs. 50 lakh from a scheduled bank within 30 days of issue of this letter in the prescribed proforma attached herewith as Annexure. Further, you are required to submit license fee as prescribed by UIDAI for pre-production and production environments. After submission of bank guarantee valid for a period of 10 years from the date of signing of the agreement and license fee, you are required to sign an Agreement with UIDAI for which separate communication will be sent.

Yours Sincerely

(Gracy James)
Deputy Director



Annexure

Letter of Bank Guarantee

Dear Sirs,

Guarantee No. _____
Amount of Guarantee _____
Guarantee cover from _____
Last date for lodgment of claim _____

This Deed of guarantee executed by the..... (name of Bank) having its Central Office at and amongst other places, a Branch at _____ (hereinafter referred to as 'the Bank') in favour of Unique Identification Authority of India, having its registered office at 3rd Floor, Tower-II, Jeevan Bharati Building, Connaught Circus, New Delhi - 110001 (hereinafter referred to as 'the Beneficiary') for an amount not exceeding Rs _____ (Rupees _____) at the request of _____ (hereinafter referred to as 'the Contractor/s').

This Guarantee is issued subject to the condition that the liability of the Bank under this Guarantee is limited to a maximum of Rs. _____ (Rupees _____) and the Guarantee shall remain in full force up to _____ (Date of expiry) and cannot be invoked otherwise than by a written demand or claim under this Guarantee served on the Bank on or before the _____ (last date of the claim).



BANK GUARANTEE

To
(name and address of purchaser)

Dear Sir,

WHEREAS,(Company name), a company / partnership firm / organization having its registered and corporate office at, hereinafter referred to as "our constituent" (which expression, unless excluded or repugnant to the context or meaning thereof, includes its successors and permitted assigns), is desirous of using the Aadhaar Authentication Services provided by the Unique Identification Authority of India so as to provide Aadhaar Enabled Services to its clients, customers, etc. and has approached the UIDAI, by way of an application, for appointment as an Authentication Service Agency.

AND WHEREAS, as a pre requisite for use of the said Aadhaar Authentication Services provided by the UIDAI, the(Company/partnership/organization name) is required to enter into an Authentication Service Agency Agreement (Herein after, referred to as "agreement") with the Unique Identification Authority of India upon such terms and conditions as specifically detailed in the said agreement.

AND WHEREAS, the Bank is aware of the fact that as per the terms of the said agreement, (Company/partnership/organization name) is required to furnish an unconditional and an irrevocable Bank Guarantee in your favour for an amount Rs. (..... in words) and guarantee the due by our constituent as per the agreement and do hereby agree and undertake to pay any and all amount due and payable under this bank guarantee, as security against breach / default of any kind whatsoever of the said agreement by our Constituent.

AND WHEREAS, our constituent is the Bank's valued customer and the fact that he has entered into the said agreement with you, the Bank (Name and Branch of Bank) hereby unconditionally and irrevocably guarantee to you as under:

In the event of our constituent committing breach/default of any nature whatsoever of the terms and conditions of the said agreement, the Bank hereby agree to pay you forthwith on demand such sum/s not exceeding the sum of Rs. (Amount in words) without any demur.

Notwithstanding anything to the contrary, as contained in the said agreement, the Bank agrees that UIDAI's decision as to whether our constituent has made any such default(s) / breach(es), as aforesaid and the amount or amounts to which the beneficiary is entitled by reasons thereof, subject to the terms and conditions of the said agreement, will be binding on the Bank and the Bank shall not be entitled to ask the beneficiary to establish a claim or claims under this Bank Guarantee, but will pay the same forthwith on the beneficiaries demand without any protest or demur.

This Bank Guarantee shall continue and hold good and the Bank binds itself to pay the above said amount at any point of time commencing from the date of the issue of this Bank Guarantee till (date)_____ as per said agreement.



Unique Identification Authority of India
Government of India



The Bank further understands and agrees that the termination of the said Agreement, for reasons any of which is attributable to our constituent, entitles the beneficiary to demand payment of the above said amount under this guarantee and the Bank would honor the same without demur.

The Bank hereby expressly waives all its rights:

(i) Requiring the beneficiary to pursue legal remedies against (Company name) for notice of acceptance hereof any action taken or omitted in reliance hereon, of any defaults under the agreement and any resentment, demand, protest or any notice of any kind.

The Bank as the Guarantor, as primary obligor and not merely Surety or Guarantor of collection, do hereby irrevocably and unconditionally gives guarantee and undertakes to pay any amount the beneficiary may claim (by one or more claims) up to but not exceeding the amount mentioned aforesaid during the period from and including the date of issue of this guarantee through the period.

The Bank specifically confirms that no proof of any amount due to the beneficiary under the agreement is required to be provided to the Bank in connection with any demand by the beneficiary for payment under this guarantee other than a written demand by the beneficiary.

Any notice by way of demand or otherwise hereunder may be sent by special courier, e-mail, fax, registered post or other electronic media to the Bank's address, as aforesaid and if sent by post, it shall be deemed to have been given to us after the expiry of 48 hours when the same has been posted.

If it is necessary to extend this guarantee on account of any reason whatsoever, the Bank undertakes to extend the period of this guarantee on the request of our constituent under intimation to the beneficiary.

This Bank Guarantee shall not be affected by any change in the constitution of our constituent nor shall it be affected by any change in the Bank's constitution or by any amalgamation or absorption thereof or therewith or reconstruction or winding up, but will ensure to the benefit of the beneficiary and be available to and be enforceable by the beneficiary during the period from and including the date of issue of this guarantee through the period.

Notwithstanding anything contained herein above, the Bank's liability under this Bank Guarantee is restricted to Rs..... (Amount in words) and shall continue to exist, subject to the terms and conditions contained herein, unless a written claim is lodged on the Bank on or before the aforesaid date of expiry of this guarantee.

The Bank hereby confirm that we have the Power/s to issue this Guarantee in the beneficiaries favour under the Memorandum and Articles of Association/Constitution of the bank and the undersigned is/are the recipient of authority by express delegation of power/s and has/have full power/s to execute this guarantee under the power of Attorney issued by the bank in the beneficiaries favour.

The Bank further agrees that the exercise of any of the beneficiaries rights against our constituent to enforce or forbear to enforce or any other indulgence or facility, extended to our constituent to carry out the contractual obligations as per the said agreement, would not release the banks liability under this guarantee and that your right against us shall remain in full



Unique Identification Authority of India
Government of India



force and effect, Notwithstanding any arrangement that may be entered into between the beneficiary and our Constituent, during the entire currency of this guarantee.

Any payment made hereunder shall be free and clear of and without deduction for or on account of taxes, levies, imports, charges, duties, fees, deductions or withholding of any nature imposts.

This Bank Guarantee must be returned to the bank upon its expiry. If the bank does not receive the Bank Guarantee within the above-mentioned period, subject to the terms and conditions contained herein, it shall be deemed to be automatically cancelled.

This guarantee shall be governed by and construed in accordance with the Indian Laws and the bank hereby submit to the exclusive jurisdiction of courts in New Delhi for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject-matter hereof brought by the beneficiary may not be enforce in or by such count. Notwithstanding anything contained herein:

The Banks liability under this Bank Guarantee shall not exceed INR (Amount in words).

This Bank Guarantee shall be valid only up to _____ (date). The Bank is liable to pay the guaranteed amount or part thereof under this Bank Guarantee only and only if we receive a written claim or demand on or before _____ (date).
Dated _____ this _____ day _____ 2017.

Yours faithfully,

For and on behalf of the _____ Bank,

(Signature)

Designation

(Address of the Bank)

Note: This guarantee will attract stamp duty as a security bond.

A duly certified copy of the requisite authority conferred on the official/s to execute the guarantee on behalf of the bank should be annexed to this guarantee for verification and retention thereof as documentary evidence.